

Athens August 31, 2012

To: Prospective Quoters

Subject: Request for Quotations number SGR100-12-Q-0031

Enclosed is a Request for Quotations (RFQ) for lawn services for six U.S. Government owned residences. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit the quotation in a sealed envelope to the address shown on the Standard Form 1449 that follows this letter.

The Embassy has established **a site visit on September 5, 2012 at 10.00 hours**. Participants will meet at the entrance of the residence. Offerors should send the names of participants to the attention of Ms. Aneza Moustaka by e-mail (MoustakaAA@state.gov) **no later than 13.00 hours, September 4, 2012**. No one will be allowed to enter into the compound without prior notification.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed", Attention: Contracting Officer, 91 Vas. Sofias Avenue, 101 60 Athens, Greece, **on or before 12.00 hours on September 11, 2012**. No quotation will be accepted after this time.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Sergey A. Olhovsky
Contracting Officer

[Enclosure](#)

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449, RFQ NUMBER SGR100-12-Q-0031
PRICES, BLOCK 23

I. Scope of Services

- A. The purpose of this firm fixed price purchase order is for the purchase and application of new lawn for six U.S. Government owned residences, (addresses to be provided), in accordance with Attachment 1.
- B. The contract type will be a firm-fixed price.
- C. The prices listed below shall include all labor, overhead, profit, transportation, soil materials (i.e. soil, herbicides, pesticides) and equipment necessary to provide the required lawn services.

II. Pricing

The Contractor shall provide the services stated in Attachment 1 at the following total amount:

Description	Price – in Euros	23% VAT (if applicable)	Total – in Euro
Buchanan House			
Seward House			
Van Buren House			
Webster House			
Lansing House			
Blaine House			
		Total Cost	

CONTINUATION TO SF-1449, RFQ NUMBER SGR100-12-Q-0031
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. WORK REQUIREMENTS

The Contractor shall perform the services set forth below for the American Embassy, Athens, Greece. The contractor shall furnish all managerial, administrative, direct labor personnel, materials, and transportation that are necessary to accomplish all work as required by this contract.

2. SECURITY

General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. **After award, the Contractor has seven (7) calendar days to provide the names with a clear copy of the ID card or passport on all Contractor personnel who shall be used on this contract. Please include back-up personnel as well.** For each car/truck that will enter into the premises the license plate number with a copy of the license is also required.

3 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. The service staff will be wearing black trousers with white shirts, black vests and black bow ties. The chefs will be wearing white jackets and black trousers.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

ATTACHMENT 1

Scope of Works for the Replacement of Lawn in six U.S. Government Owned Residences

- 1** Application of herbicides and pesticides in all the places that are going to be planted. If it rains during this period then the contractor will have to do another application. The contractor will have to close this area with a net when he makes the application until the day he will come back to do the rest of the work.
- 2** Cut all the dead lawn from the application of the herbicide and remove it from the area.
- 3** Removal of soil in order to make a leveled surface according to the directions of the Embassy's Gardening Supervisor. In this step the contractor will remove all the roots of the old lawn. Before the application of the new soil the Gardening Supervisor will check and give the ok to proceed to the next step. (The contractor will have to arrange for the removal of the soil from the site).
- 4** Use of a rotary cultivator to plow the soil in depth, for the whole area. (minimum depth of 10 cm)
- 5** Removal of all roots from the trees and shrubs according to the Embassy's Gardening supervisor directions.
- 6** Removing all the existing pebbles and gravel from the area which the sod will be applied. Make the surface of the area even.
- 7** Addition of good quality soil (5-10cm depth) and on the top of this (3-5cm) of river sand (in combination with number 9) spread equally on the proposed area.
- 8** The contractor will have to compress lightly the soil with a cylinder so there want be any air pockets in the soil, and we have an even finished surface.
- 9** The finished surface will have to be irrigated for two days so the soil will be compacted even more and after that the contractor can start laying the sand.
- 10** On the finished surface the contractor will have to apply a rich nitrogen-potassium fertilizer on a quantity that want be less than 10gr/m² (this job will be done in accordance with the embassy's head gardener).
- 11** The contractor will have to arrange the way that the new sod will come on the construction site. The variety of the grass which will be used will be "Hercules" and "Zoro" by Hellas Sod or equal. The areas that each variety is going to be placed will be pointed out by the Embassy's gardening supervisor.
- 12** When the contractor starts relaying the sod he will start from the farthest point of that area. If they can't apply the first row of the sod on a straight line then they will pull a string from side to side in order to do so. When the workers lay the sod they have to be careful so they want lay one side of the sod on top of the other and they want place them with gaps in between.

- 13 Every 0.80m of sod that will be laid on the ground the workers have to irrigate it lightly, especially if the temperature is rising during the day.
- 14 When the contractor finishes with the laying of the sod they have to press the sod with the equipment that he will provide down so there will be no air pockets between the ground soil and the sod.
- 15 The workers during the works they have to be careful the existing irrigation system. The sprinklers have to be 1cm underneath the finished surface of the lawn. Before the contractor finishes the job the irrigation system will be checked for damages by the gardeners and the head gardener of the embassy.
- 16 At the end of the project the area that is going to be used by the contractors has to be left at good condition without any damages like it was before. If there are any problems caused by the contractor, he will have to repair them with his own expenses.
- 17 The contractor will be responsible for the maintenance of the lawn until the sod grows roots and is established. The contractor will also be responsible to do the first and second mow of the lawn. Overall the contractor is responsible for a period of no less than a month. He will do the spraying (pesticides) of the lawn if it is needed with his own expenses. At the delivery date the lawn has to be in an excellent condition completely pest and weed free.
- 18 Notes for each Residence separately

1. **Buchanan Residence**

1. The contractor will create two paths in the lawn in an area that will be pointed out during the site visit. The materials that will be used will be paving stones of rectangular shape “karistou”. The dimensions of the paving stones will be 50x70cm approximately. The color of the paving stone should be grey. The contractor will provide a sample of the paving slab so it can be approved by the Embassy’s gardening supervisor. The paving slabs will be laid out in a way that is easy to walk on, (not too far apart or close together, a space in between of approximately 15-25 cm).
 2. The contractor will have to remove some plants that will be pointed out during the site visit.

2. **Van Buren Residence**

1. The contractor will have to remove some plants that will be pointed out during the site visit.
 2. The paving slabs that exist in the garden will be removed so the lawn area can expand and parterres can be created

3. **Webster Residence**

1. The front lawn of the Residence has some paving slabs. The contractor will provide and do the installation of the paving slabs to the area that will be pointed out during the site visit. Paving slabs should be the same as described in section 18a i.
 2. The contractor will have to remove some plants that will be pointed out during the site visit.

4. Seward Residence

- 1.The front lawn will be laid with “Hercules” variety of sod or equal. The lawn located at the back side of the residence will be planted with “Zoro” variety of sod or equal.
- 2.The front, back and side lawn of the Residence has some paving slabs. The contractor will provide and do the installation of the paving slabs to the area that will be pointed out during the site visit. Paving slabs should be the same as described in section 18a i.
- 3.The contractor will have to remove some plants that will be pointed out during the site visit.

5. Blaine Residence

- 1.The contractor will have to remove some plants that will be pointed out during the site visit.

6. Lansing Residence

- 1.The contractor before starting the process of replacing the lawn will have to remove a tree. The tree will be cut down to pieces and removed from the site on the contractor’s expenses.
- 2.The contractor will have to remove some plants that will be pointed out during the site visit.

19 Keep in mind

- a) All areas have to be cleaned thoroughly at the end of each day.
- b) After the completion of the works all areas will be measured according to the specifications. The last payment will be in a period of no less than a month. The reason for it is to wait until the sod grows roots.
- c) All the workers must have a decent behavior at their presence on the construction site.
- d) When the workers finish working with the surface of the soil they have to step on planks and not directly on to the surface of the soil. (The contractor has to provide those planks).
- e) The contractors have to send the bid after they consider the scope of works and measure the area in a period of no more than a week.
- f) The contractors have to specify the period that will need for the completion of the works.
- g) The sod that the contractors find and bring on to the site have to fulfill the specifications as they were stated by the T.P.I. (Turfgrass Producers International)

Προσυμφωνηθείσες Εργασίες

- 1) Επιμελής ζιζανιοκτονία και μυρμιγκοκτονία όλων των χώρων της προτεινόμενης έκτασης που είναι προς αντικατάσταση του χλοοτάπητα. Ο χώρος θα κλειστεί με πλέγμα για δύο εβδομάδες μέχρι να ενεργήσει το ζιζανιοκτόνο. Αν κατά το διάστημα αυτό βρέξει και το υπάρχον γκαζόν δεν έχει ξεραθεί τότε θα γίνει επαναληπτικός ψεκασμός.
- 2) Κοπή του υπάρχοντος χλοοτάπητα με μεσσηνέζα και απομάκρυνση των προΐόντων κοπής.
- 3) Αφαίρεση χώματος ώστε να φτιαχθούν τα επίπεδα σύμφωνα με τις οδηγίες του γεωπόνου της Πρεσβείας. Σε αυτό το στάδιο θα πρέπει όλες οι ρίζες από το παλιό γκαζόν να έχουν βγει. Στην φάση αυτή και πριν πέσει το καινούριο χόμα θα ελεγχθεί από τον γεωπόνο της Πρεσβείας.
- 4) Φρεζάρουμε σε βάθος όλη την έκταση. (Ελάχιστο βάθος 10 εκ.).

- 5) Αφαιρούμε όλες τις 'χοντρές' ρίζες από τα δέντρα και θάμνους που υπάρχουν στην έκταση.
- 6) Ισοπεδώνουμε την έκταση με τσουγκράνα και παράλληλα αφαιρούμε όλες τις πέτρες και τα χαλίκια που έχουν έρθει στην επιφάνεια από την αναμόχλευση του εδάφους.
- 7) Προσθέτουμε καλής ποιότητας κηπευτικό χώμα (κοκκινόχωμα) σε βάθος 5-10εκ και από πάνω από αυτό ποταμίσια άμμο (σε συνδυασμό με το νούμερο 9) σε βάθος 3-5εκ η οποία θα διανύμεται ισόποσα σε όλη την έκταση.
- 8) Γίνεται ελαφρά συμπίεση με ένα κύλινδρο ώστε να μην υπάρχουν ανώμαλα σημεία στην επιφάνεια του χώματος και παράλληλα να μην υπάρχουν μεγάλα κενά αέρος.
- 9) Η τελική επιφάνεια, αφού γίνει και η επιχωμάτωση θα πρέπει να ποτιστεί για 2 μέρες ώστε να συμπιεστεί το χώμα. Μετα από αυτό το στάδιο θα στρωθεί και η άμμος.
- 10) Στην τελική επιφάνεια θα πρέπει να προστεθεί ένα πλούσιο σε άζωτο και φώσφορο λίπασμα σε ποσότητα όχι μικρότερη από $10\text{gr}/\text{m}^2$ (θα το παρέχει ο κατασκευαστής σε συνενόηση με τον γεωπόνο της πρεσβείας).
- 11) Θα ακολουθήσει η προσκόμιση του χλοοτάπητα με φορτηγά σε ρολά της ποικιλίας 'ΗΡΑΚΛΗΣ' και 'ΖΟΡΟ' από την Hellas Sod ή παρόμοιο.
- 12) Τοποθετούμε τον έτοιμο χλοοτάπητα αρχίζοντας από την πλευρά που είναι πιο μακριά. Εάν η επιφάνεια είναι μεγάλη τότε θα τεντωθεί ένας σπάγκος για να τοποθετηθεί η πρώτη σειρά ίσια. Κατά την τοποθέτηση οι εργάτες θα πρέπει να προσέχουν την καλή εφαρμογή της κάθε λωρίδας με την διπλανή ώστε να μην υπάρχει καθόλου κενό. Επίσης η κάθε λωρίδα να μην πατάει πάνω στην άλλη.
- 13) Κάθε 0.80m πλάτος χλοοτάπητα που τοποθετούνται ποτίζουμε ελαφρά ιδιέτερα αν οι θερμοκρασίες είναι υψηλές.
- 14) Αφού ολοκληρώσουμε την εγκατάσταση του χλοοτάπητα (εάν τοποθετηθεί σε μια μέρα αλλιώς στο τέλος κάθε ημέρας) πατάμε την στρωμένη με χλοοτάπητα επιφάνεια με ένα βαρύ κύλινδρο για να γίνει όσο το δυνατόν καλύτερη εφαρμογή του με το έδαφος, και να φύγει ο εγκλωβισμένος αέρας.
- 15) Ο κατασκευαστής κατά τις εργασίες θα πρέπει να προσέξει το υπάρχον ποτιστικό σύστημα. Το ακροφύσιο των εκτοξευτήρων θα πρέπει να βρίσκεται 1cm κάτω από την επιφάνεια του χλοοτάπητα. Πρίν την παράδοση του έργου θα δοκιμαστεί το ποτιστικό σύστημα για την περίπτωση βλάβης αυτού κατά την διάρκεια των εργασιών.
- 16) Κατά το πέρας των εργασιών ο χώρος θα πρέπει να παραδοθεί όπως και στην αρχική του κατάσταση. Τυχών ζημιές στον περιβάλλοντα χώρο θα αντικατασταθούν με ευθύνη του εργολάβου.
- 17) Ο κατασκευαστής θα είναι υπεύθυνος για την συντήρηση του χλοοτάπητα μέχρι να ριζώσει καλά στο χώμα. Θα είναι επίσης υπεύθυνος για το πρώτο και δεύτερο κούρεμα του χλοοτάπητα, όπως επίσης και αν χρειαστεί κάποιους ψεκασμούς τότε αυτοί θα γίνουν με έξοδα του κατασκευαστή. Σε καμία περίπτωση το έργο δεν θα θεωρείται τελειωμένο αν δεν παρέλθει ένας μήνας ή μετά από

την σύμφωνη γνώμη του γεωπόνου της Πρεσβείας. Κατά την παράδοση του έργου ο χλοοτάπητας θα πρέπει να είναι σε τέλεια κατάσταση χωρίς μυκητολογικές ή άλλες προσβολές και χωρίς ζιζάνια.

18) Σημειώσεις για κάθε κατοικία ξεχωριστά

a. Κατοικία Buchanan

- i. Ο ανάδοχος θα δημιουργήσει δύο μονοπάτια στο γκαζόν σε μια περιοχή που θα επισημανθεί κατά τη διάρκεια της επιτόπιας επίσκεψης. Τα υλικά που θα χρησιμοποιηθούν θα είναι πλάκες ορθογωνίου σχήματος «Καρύστου». Οι διαστάσεις των πλάκων θα είναι περίπου 50x70cm. Το χρώμα της πέτρας θα πρέπει να είναι γκρι. Ο ανάδοχος θα προσκομίσει ένα δείγμα των πλακών έτσι ώστε να μπορεί να εγκριθεί από τον γεωπόνο της Πρεσβείας. Οι πλάκες επιστροφής θα τοποθετηθούν με κενά ανάμεσα τους περίπου 15-25 εκ.
- ii. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.

b. Κατοικία Van Buren

- i. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.
- ii. Οι πλάκες επιστροφής που υπάρχουν στον κήπο θα πρέπει να αφαιρεθούν, ώστε η έκταση γκαζόν να επεκταθεί και να δημιουργηθούν παρτέρια.

c. Κατοικία Webster

- i. Στο μπροστινό τμήμα της κατοικίας υπάρχουν πλάκες μέσα στο χλοοτάπητα. Ο ανάδοχος θα παρέχει και θα κάνει την εγκατάσταση των πλακών στην περιοχή που θα επισημανθεί κατά τη διάρκεια της επιτόπιας επίσκεψης. Οι πλάκες θα πρέπει να είναι η ίδιες με αυτές που περιγράφονται στην παράγραφο 18α i.
- ii. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.

d. Κατοικία Seward

- i. Το μπροστινό τμήμα χλοοτάπητα θα στρωθεί με ποικιλία "Ηρακλής" από την Hellas Sod ή παρόμοιο. Το γρασίδι που βρίσκεται στο πίσω μέρος της κατοικίας θα πρέπει να στρωθεί με ποικιλία "Ζόρο" ή παρόμοιο.
- ii. Το γκαζόν μπροστά, πίσω και τα πλάγια της κατοικίας έχει μερικές πλάκες. Ο ανάδοχος θα παρέχει και θα κάνει την εγκατάσταση των πλακών στην περιοχή που θα επισημανθεί κατά τη διάρκεια της επιτόπιας επίσκεψης. Οι πλάκες θα πρέπει να είναι η ίδιες με αυτές που περιγράφονται στην παράγραφο 18α i
- iii. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.

e. Κατοικία Blaine

- i. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.

f. Κατοικία Lansing

- i. Ο ανάδοχος πριν από την έναρξη της διαδικασίας αντικατάστασης του χλοοτάπητα θα πρέπει να αφαιρέσει ένα δέντρο. Το δέντρο θα κοπεί σε κομμάτια και να καθαριστεί ο χώρος από τον ανάδοχο.
- ii. Ο ανάδοχος θα πρέπει να βγάλει-ξεριζώσει ορισμένα φυτά που θα επισημανθούν κατά τη διάρκεια της επιτόπιας επίσκεψης.

19) Εφιστούμε την προσοχή

- α) Μετά την εργασία θα πρέπει να καθαρίζονται επιμελώς όλοι οι χώροι.
- β) Όλες οι εργασίες θα παραληφθούν μετά τις απαραίτητες επιμετρήσεις των προσυμφωνηθέντων εργασιών. Επίσης η τελική εξόφληση θα γίνει αφού ριζώσει ο χλοοτάπητας σε περίοδο όχι μικρότερη του ενός μήνα.
- γ) ο κατασκευαστής θα πρέπει να έχει την συντήρηση του χλοοτάπητα και στην περίοδο αυτή να κάνει με δικά του έξοδα όλους τους απαραίτητους ψεκασμούς και τουλάχιστον 2 κουρέματα. Αυτά θα γίνουν σε συνεννόηση με τον γεωπόνο της Πρεσβείας.
- δ) Οι εργάτες θα πρέπει να είναι κόσμιοι καθόλη την παραμονή τους στο χώρο εργασίας.
- ε) Οι εργάτες αφού ισοπεδωθεί το χώμα και πριν την εγκατάσταση του χλοοτάπητα θα πρέπει να πατούν σε φαρδιά ξύλα (μαδέρια) και όχι κατευθείαν πάνω στο χώμα. (Οι κατασκευαστές θα πρέπει να προμηθεύσουν τα ξύλα αυτά).
- ζ) Οι κατασκευαστές θα πρέπει να υποβάλουν τις προσφορές τους αφού μετρήσουν τον χώρο και λάβουν υπόψιν την περιγραφή των εργασιών το αργότερο σε μία εβδομάδα.
- η) Οι κατασκευαστές θα πρέπει να προσδιορίσουν τον χρόνο αποπεράτωσης των εργασιών.
- θ) Ο χλοοτάπητας που θα προμηθεύσουν οι κατασκευαστές θα πρέπει να τηρεί τις προδιαγραφές όπως καθορίζονται από τον T.P.I. (Turfgrass Producers International)

Προδιαγραφές Χλοοτάπητα όπως καθορίζονται από τον T.P.I.

- Να αναφέρεται η ταυτότητα του σπόρου ή του μείγματος σπόρων καθώς και το αν είναι πιστοποιημένος ή όχι.
- Το πάχος της λωρίδας χώματος να είναι περίπου 15 χιλιοστά χωρίς να υπολογίζεται το φύλλωμα.
- Το μεγαλύτερο ύψος κουρέματος κατά την διάρκεια της παράδοσης να είναι από 30-40 χιλιοστά για τα ψυχρόφιλα και 13-20 χιλιοστά για τα θερμόφιλα είδη.
- Το thach δεν πρέπει να ξεπερνά τα 12,5 χιλιοστά.
- Το μέγεθος κάθε λωρίδας κατόπιν συμφωνίας.
- Να έχει άριστη φυτο-υγιεινή κατάσταση, χωρίς εντομολογικές ή μυκητολογικές προσβολές.
- Παντελής έλλειψη ζιζανίων αγρωστωδών ή πλατύφυλλων.
- Να διαθέτει μεγάλη πυκνότητα, τέτοια ώστε όταν ο χλοοτάπητας είναι κουρεμένος σε ύψος περίπου 40 χιλιοστά, να μην φαίνεται καθόλου χώμα.
- Το βάρος κάθε ρολού να είναι 17-20 κιλά.
- Η υγρασία χώματος λωρίδας σε κατάσταση ρώγου ή και ελαφρά λιγότερη.
- Το χώμα του υποστρώματος να είναι αμμώδες επιτρέποντας έτσι την άμεση και ισχυρή ριζοβολία μετά την τοποθέτηση του Sod.
- Τέλος η αντοχή της λωρίδας του χλοοτάπητα να είναι τέτοια ώστε όταν κρεμιέται από την μία άκρη να μην σπάει ή σχίζεται.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (MAY 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(2) 52.233-3, Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101 note](#)). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011) of 52.219-6.

___ (iii) Alternate II (Nov 2011) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (16) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Nov 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Apr 2012) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (37) 52.225-1, Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (NOV 2011) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

X (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of 52.222-50 ([22 U.S.C. 7104\(g\)](#)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-2	Government Property Installation Operation Services - where USG providing property but contractor responsible for replacement (JUNE 2007)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
 - 2) Clearly identify themselves and their contractor affiliation in meetings;
 - 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
 - 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- (end of clause)

52.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and *one (1)* copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The U.S. Government is exempt from the payment of Value Added Tax by virtue of Law 1642/1986, Article 22.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during except for the holidays identified below. The Contracting Officer's Representative may approve other hours. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

Labor Day (A)	September 3	Monday
Columbus Day (A)	October 8	Monday
OXI Day (G)	October 28	Sunday
Veterans Day (A)	November 12	Monday
Thanksgiving Day (A)	November 22	Thursday
Christmas Day (A)	December 25	Tuesday
Boxing Day (G)	December 26	Wednesday

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Gardening Supervisor, FM.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

QUALITY ASSURANCE PLAN (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all services set forth in the performance work statement (PWS)	<i>Insert Paragraph #s</i>	All required services are performed and no more than one (1) customer complaint is received per month

1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing, and a company brochure, if available, and ownership information or any other supporting documentation;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2);

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.237-1	Site Visit (APR 1984)

The site visit will be held on **September 5, 2012 at 10.00 (local time)**. Participants will meet at the entrance of the residence. Offerors should send the names of participants to the attention of Ms. Aneza Moustaka by e-mail (MoustakaAA@state.gov) **no later than 13.00 hours, September 4, 2012**. No one will be allowed to enter into the premises without prior notification.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, *[insert name]*, at *[insert telephone and fax numbers]*. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be

resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

1 – SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52216-27 Single of Multiple awards (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

None

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (Nov 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).
(1) Listed end products.

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

- (k) Reserved

- (l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1)Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)